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## APPENDIX

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**SECTION C**  
**PERFORMANCE WORK STATEMENT**

**A. SERVICES REQUIRED:**

1. The Contractor shall operate and maintain all building equipment and systems and provide indoor environmental conditions, for the Franconia Warehouse Complex defined in Part I, Section C of this performance work statement.

**Elevator services are not part of this performance work statement.**

**B. DEFINITIONS:**

1. **Not Included In Contract (NIC):** The letters NIC found positioned in **BOLD** by a paragraph/item indicates that item is not included in this contract.
2. **ADP Space (ADP):** An area or space that contains data processing equipment and requires a controlled temperature/humidity environment 24 hours a day, 365 days a year.
3. **Contracting Officer (CO):** See Part I, Section E, this section for a description of Contracting Officer responsibilities.
4. **Exterior Entrances Landings, steps, sidewalks, parking areas, arcades, courts, and lawns** located adjacent to the facility extending to the established property line.
5. **Storage Space:** Storage space is defined as areas generally consisting of concrete, wood, block, or unfinished floors; bare block or brick interior walls; unfinished ceilings; and similar construction containing minimal lighting and heating. It may include attics, basements, sheds, parking structures, and other unimproved facility areas.
6. **Contract Discrepancy Report:** A report of deficient or defective service prepared by the Government's representatives.
7. **Contracting Officer's Representative (COR):** See Part I, Section E, for a description of COR responsibilities.
8. **Defective Service:** Service that does not conform to contract requirements.
9. **Management Information Data:** Reports, records, and logs that contain information relative to the operation of the facility. Preventive maintenance cards, service call logs, and sign-in sign-out sheets, shall be maintained using an automated data processing system.
10. **Maintenance Repair:** Work required preventing a breakdown of equipment or system, or work required to restore equipment to service.

- 11. Preventive Maintenance (PM):** Scheduled work on equipment or systems required to provide continuing operation, to prevent unnecessary breakdowns, and to prolong the life of equipment or systems. Preventive maintenance includes, but is not limited to: Greasing, oiling, adding refrigerant, changing filters, cleaning, and adjusting/replacing belts and other expendable items, touch-up painting, and water treatment.
- 12. Performance Work Statement (PWS):** The Performance Work Statement details the work requirement and can be referred to as the specification.
- 13. Miscellaneous Work:** Minor tasks related to routine, day-to-day operational requirements requested by the COR which will consist of, but not be limited to: making door keys; changing locks; hanging pictures, maps and bulletin boards; trimming door bases; and other similar functions as directed. Miscellaneous work shall be accomplished in the same time frame as routine service calls unless otherwise directed by the COR.
- 14. Quality Assurance:** Those actions taken by the Government to assure services meet the requirements of this contract.
- 15. Quality Control:** Actions taken by a Contractor to ensure that services performed meet the requirements of the Performance Work Statement.
- 16. Architectural/Structural Repair:** Repairs to the facility's interior/exterior to ensure that it is free of missing components or defects which affect: The safety or intended use of the facility; the functioning of electrical, mechanical, or structural systems in accordance with design intent; or the aesthetic appearance of the building.
- 17. Quality Assurance Evaluator (QAE):** Personnel, designated by the CO or COR, to evaluate contractor performance.
- 18. Tours:** Activities whose purpose is observing the operation of equipment, starting or stopping making minor adjustments. Tours are to be included as part of the requirements of the Building Operating Plan.
- 19. Quality Assurance Surveillance Plan (QASP):** The Government's plan that provides the CO, the COR, and the Quality Assurance Evaluator (QAE) with an effective and systematic surveillance method to evaluate the Contractor's performance in the execution and completion of each service area listed in this Performance Work Statement (PWS).
- 20. Watches:** Activities whose purpose is performing tasks required for the operation of high-pressure boilers, liquid refrigeration compressors, and auxiliaries in a centralized location.
- 21. Sign in/Sign out Log:** Designated log format used for Contractor and Subcontractor employee's identification by providing appropriate information and employee signatures as when they enter/exit the building. The Government requires all

Contractor/Subcontractor employees to use this form whenever they enter or leave the building.

**22. Reimbursable Building Operating Services:** Refer to paragraph M, for definition.

**23. Untenable:** Not capable of being occupied due to unsuitable conditions.

**24. Executive Space:** Areas designated by the COR as needing a 24 hour operations.

**25. Designated Agency Representative:** Personnel the COR has authorized to assist in certain service related duties:

**26. Building Operating Plan (BOP):** The Building Operating Plan shall be developed by the Contractor and shall be submitted to the COR for approval 30 days prior to contract start work date. The BOP shall include, but not be limited to the following information:

- a) The Contractor's start-up and shutdown procedures for the building's mechanical equipment.
- b) A listing of the HVAC and all other building equipment, by GSA equipment numbers.
- c) Identification of the hours of operation for the equipment listed in Exhibit 1. The Contractor shall provide separate listings of mechanical equipment and separate procedures for the heating and cooling seasons.
- d) Identification of the energy conservation methods and procedures the Contractor will implement when operating mechanical equipment.

**27. Management/Operational Plan (M/OP):** The Management/Operational Plan shall be the Contractor's responsibility to develop and submit to the COR for approval 30 days prior to contract start work date. The Government reserves the right to approve or disapprove the Contractor's procedures. Throughout the term of this contract the Government will inspect and audit the Contractor's activities to ensure compliance with the approved plans. The Building Operating Plan and building Tours are sub-parts of and shall be included in the Management/Operational Plan. The M/OP shall also include, but not be limited to:

- a. Documentation indicating the number of onsite employees and supervisors and the hours they will be on site.
- b. The position each on-site employee will hold, their titles, responsibilities, and any other duties they may perform under this contract.
- c. The Contractor shall specifically identify how he will manage the administrative and technical functions necessary for the timely accomplishment of all contract requirements.

## **C. MANAGEMENT:**

### **General:**

1. **The Contractor shall be responsible for** the efficient, economical, and satisfactory operation, maintenance, and repair of all building equipment listed in this contract.
2. **The Contractor shall provide the necessary staffing** and training required to perform management and operational functions including the planning, scheduling, allocation of resources, and the operation of building equipment, systems and equipment tours.
3. **Contractor shall provide all needed supplies**, materials, equipment, vehicles, and services not listed as Government Furnished Property (GFP).
4. The Contractor is responsible for estimating, planning, scheduling, budgeting, authorizing and controlling, all costs and manpower associated with contract activities, including procurement functions. Upon request, the Contractor shall be responsible for providing projected and actual resource data to the Government. The Contractor shall develop and maintain records sufficient to accomplish the above functions and provide comprehensive, timely, and accurate reports to the Government for review and approval, as may be requested by the COR.
5. **At the Contractors expense**, the Contractor's on-site supervisors shall carry a telephone message "beeper" at all times to receive requests and messages from the COR. This "beeper" shall be kept fully operational at all times.

### **Personnel:**

1. General. The Contractor shall have on site at all times a sufficient number of qualified employees to manage, operate, and maintain the facility.
2. Each employee of the Contractor shall be a citizen of the United States. The Contractor agrees not to employ any person under going sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082) (c)(2) and Executive Order 11755, December 29, 1973.
3. The Contracting Officer may require the dismissal of any contract employee who is identified as a threat to the health, safety, general well being of agency personnel and the facility.

### **Supervision:**

1. The Contractor shall ensure that all work required by this Contract is satisfactorily supervised by on-site supervisors. The supervisors shall be available and on-site at the



Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: ☒ Dollars/Cents per Hour ☐ Percentage of Gross Pay ☐ Flat Amount

☐ Other - Describe: \_\_\_\_\_

Contribution Levels: ☒ Uniform rates for all classifications

☐ Different rates for different classifications - Describe: \_\_\_\_\_

Contribution Rates: ☒ Payable on All Hours Worked or Paid ☐ Payable Only on Hours Worked

Effective from:		to:		Rate(s):	Rate 1	Rate 2	Rate 3
May 1, 2008		April 30, 2009		\$4.75	/	/	/
May 1, 2009		April 30, 2010		\$5.25	/	/	/
May 1, 2010		April 30, 2011		\$5.75	/	/	/
Effective from:		to:		Rate(s):	/	/	/

Additional Rates/Comments/Explanations: per hour for all hours paid, excluding overtime hours,  
not to exceed 2080 hours per year

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory:

(b) (6)

(Signature/Title)

JAMES E. BUTLAND JR.

(Printed or Typed)

Local Union Signatory:

(b) (6)

(Signature/Title)

Michael R. Murphy, Business Manager

(Printed or Typed)

FUND OFFICE USE

Accepted on \_\_\_\_\_ by \_\_\_\_\_, Chief Executive Officer  
For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.

facility at all times while contract work is in progress. The supervisory employees shall be able to read, write, and speak English. Government employees are not authorized to direct or supervise Contractor employees.

2. **Contact After Normal Hours:** Supervisors shall be available to be on-site one hour after notification by the CO/COR. The Contractor shall provide to the COR 5 days prior to contract start work date, a list of telephone and/or pager numbers the Government may use at any time to directly contact the Contractor, or on-site supervisors. The Contractor will immediately notify the COR of any changes in these numbers.
3. **On-Site Supervisory Employees:** An "on-site supervisor" is a person (or persons), designated in writing by the Contractor, who has authority to act on behalf of the Contractor on all matters relating to contract operation.
4. **Qualifications of On-Site Supervisors:** The on-site supervisor shall have at least 2 years of experience operating buildings of approximate size and comparable mechanical systems located within the Facility for which this contract is written.
5. **Resumes** shall contain, the information specified below and shall be submitted with the Contractors bid. These qualification standards shall apply to both new and replacement employees.
  - The full names of the employees.
  - Description of previous 5 years employment. Show experience in the operation of mechanical/electrical equipment and HVAC systems operated and maintained.
  - The name(s) and addresses of the companies for whom the supervisor/employee was employed in the past 5 years. Include the name(s) and telephone number(s) of immediate supervisors.
  - Copies of current licenses and lists of professional training experience may be included.

#### **D. OPERATION and MAINTENANCE of BUILDING EQUIPMENT:**

##### **General:**

1. **The Contractor shall provide** all management, supervision, materials, and supplies, to operate and maintain the facility as specified in this contract.
2. **All mechanical, electrical, plumbing, and utility systems shall** be operated and maintained per the approved building operating plan. "Maintained" is defined as the level of maintenance that will preserve the mechanical equipment in unimpaired operating condition.

### **Building Equipment and Systems:**

- 1. The equipment and systems to be operated, maintained and repaired include all mechanical and electrical systems specified in this solicitation. Including but not limited to the following;**

- HVAC equipment and systems.
- Air-handling/distribution equipment and systems.
- Domestic water equipment and systems.
- All electrical equipment, lighting systems.
- Sanitary sewage equipment and systems.
- Storm drainage equipment and systems.
- Emergency & standby generators, automatic transfer switching devices, and associated equipment including uninterrupted power source (UPS) systems.
- **Switchgear: The following Switchgear P.M. items listed in (a.) thru (e.) below shall not be a part of this contract. All other Switchgear items not listed in (a.) thru (e.) below shall remain the responsibility of the contractor.**

- a. E-20 THRU 34A
- b. E-37 THRU 39
- c. E-43
- d. E-52
- e. E-57

- 2. Contractor responsibility for utility systems shall begin immediately at the point where the local municipality or other provider terminates its service.**
- 3. Maintenance and testing of the fire alarm system shall be performed in accordance with NFPA 72 and the equipment manufacturer's instructions. Maintenance of water based fire protection systems shall meet the requirements of NFPA 25 and manufacturer's instructions. The Contractor shall provide to the COR, documentation of all inspection, testing, maintenance and repairs. The P.M. Guide numbers listed in items a. & b. below shall not be a part of this contract and they shall not be the responsibility of the contractor. All other Fire Alarms and Suppression System not listed in (a. b.) below shall remain the responsibility of the contractor.**

- a. F-13 THRU F-17
- b. F-21 THRU F-26

4. **The Contractor is not responsible for operation, maintenance, or repair of occupant agency program equipment, including but not limited to:**

- Computers
- Paper pulpers
- Laboratory equipment
- Office machines
- Special purpose incinerators
- Mail handling equipment
- Personally owned appliances
- Printing plant equipment

5. **The Contractor shall report daily** to the COR the status of any major equipment or systems not operating, or that become non-operational during the workday. Any system or equipment not operational by the official start time identified on the Building Operating Plan shall be reported to the COR by 7:00 A.M. Security and fire alarm system malfunctions shall be immediately reported to the COR by the Contractor.



6. **The Contractor shall record electric, steam, gas (if applicable), and water meter readings** from the building at the end of each month and provide this information, in writing, to the COR by the 10th day of the month.

**E. OPERATIONAL REQUIREMENTS:**

1. **Building mechanical systems shall** be operated in accordance with the approved building operating plan (BOP).
2. **Temperature controls shall be adjusted** so that the building temperatures are maintained at 70 degrees Fahrenheit year around (+) or (-) 2 degrees during Occupant work hours. Temperatures at other than occupant work hours shall be maintained at a minimum temperature of 55 degrees to assure protection of the building and systems.
3. **The Contractor shall use outside air** to the maximum extent possible during moderate temperatures.
4. **Ventilation shall be as defined** in the design requirements and in the American Society of Heating, Refrigerating, and Air Conditioning Engineers Standard 62-1989, Ventilation for Acceptable Indoor Air Quality. Ventilation shall be adequately filtered at all times to ensure a safe and healthful environment.
5. **Domestic hot water shall be provided** at 105 degrees Fahrenheit at the point of use.
6. **Lighting systems shall be maintained to achieve** these minimum levels during occupant work hours, unless otherwise indicated in the design requirements:

Normal work stations.....50 foot-candles  
General work areas.....30 foot-candles  
Storage areas.....10 foot-candles

7. **The Contractor shall be responsible for obtaining daily lamping lists** from locations designated by the COR. Upon completing re-lamping tasks, the Contractor shall return the completed list to the originating office(s).
  8. **During occupant work hours, environmental conditions** in meeting and conference rooms shall be maintained to provide temperatures per the BOP.
  9. **The Contractor shall conduct mechanical tours.** Tours shall be in accordance with the BOP. All tour assignments shall be logged.
  10. **The Hours of Operation for building systems shall** be the time(s) required to provide environmental temperatures as described in the approved BOP. The COR will provide the contractor with a list of areas to be operated at other than normal hours of operation. The only exceptions are for providing reimbursable building operating services and freeze protection for the building systems.
  11. **Agency occupant work hours** are identified in Paragraph-K.
- F. PREVENTIVE MAINTENANCE (PM) REQUIREMENTS:**
1. **The Contractor shall develop and implement a Preventive Maintenance (PM) program** to ensure the maintenance of building equipment and systems. The PM program shall include, but not be limited to: periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and furnishing necessary parts and repairs to keep equipment and systems in optimum operating condition.
  2. **The Contractor's automated PM program** shall be approved by the CO/COR and shall be turned over to the Government at the completion of this contract at no additional cost to the Government.
  3. **The Contractor shall develop and maintain the building equipment inventory** on GSA's Access based program provided by the government. Equipment shall be maintained in accordance with one of the following methods: Maintenance Guides provided by the Government in this solicitation or Manufacturer's recommendations.
  4. **Not later than 10 days after contract start work date,** the Contractor shall submit to the COR a complete building inventory of building equipment and systems requiring PM. From the inventory list the Contractor shall develop an annual PM schedule, identify those items on which PM will be performed. The COR will review the PM program and indicate which PM procedures and schedules are acceptable. Items with PM frequency greater than annual, shall be PM'd in the first year of the contract.

5. **The Contractor shall label each piece of systems equipment with a GSA equipment number.** A copy of GSA equipment labeling requirements can be found in Exhibit 4. This requirement shall include all additional equipment that may be installed throughout the contract term.
6. **The Contractor shall** accomplish all repairs identified while performing PM without approval of the COR and where cost is \$350 or less.
7. **The Contractor shall maintain PM records** for each piece of building equipment. The records shall reflect maintenance performed, repairs accomplished and completion dates. By close of business on Monday of each week, the Contractor shall submit to the COR a weekly PM progress report indicating the preventive maintenance work performed for the previous week.
8. **The Contractor shall** keep all maintenance records current. The Contractor shall submit copies of all previous months PM records to the COR not later than 10 days after the last day of the month. PM history files shall identify all repairs made to mechanical or electrical equipment. PM history files shall contain the date the repair was completed, cost of materials, hours to complete the repair, Equipment location by building and room number, and the GSA equipment number on which the repair was completed.
9. **Emergency and Standby Generators:** The Contractor shall test run all emergency and standby generators for one (1) hour each week without load and shall test run all generators under full load conditions for one (1) hour each month. The Contractor shall record all appropriate test information, including fuel levels, in a log. Times for testing the generators will be approved in advance, by the COR. The Contractor shall monitor the fuel levels and notify the COR when refueling is necessary.

#### **G. MAINTENANCE REPAIRS:**

Maintenance repairs are defined, as repairs required correcting equipment breakdowns, and restoring them to operating condition.

1. **The Contractor shall be responsible for all costs up to \$350,** unless the cause for such repair is deemed to be acts of occupant agency negligence. The Contractor shall accomplish repairs within 3 calendar days after the need for a repair is identified, or at the time designated by the COR. The Contractor shall notify the COR 48 hours in advance of any work that would be disruptive to building occupants or normal building operations.
2. **The responsibility for repairs, shall be determined by the COR.**
  - a) **Reimbursable Repair Costs.**

Repair costs that the Government is financially responsible for but the Contractor is required to accomplish. The contractor shall accomplish all repairs where costs are \$350, or less. If a repair cost exceeds \$350, the government will fund the entire repair cost. Repairs that exceed \$350, shall not be performed until the

Contractor and the COR have reached a price agreement. The Contractor shall submit to the COR detailed cost breakdowns, if requested. Costs breakdowns shall provide all information required by the COR. The Government reserves the right to furnish any or all parts or materials for reimbursable repairs. If the Contractor furnishes parts or materials, costs shall be based on established catalog or list prices in effect when material is furnished, less all-applicable discounts. In no event shall such prices exceed the Contractor's sale price to his most favored customers for the same item in like quantity, or the current market price, whichever is lower. Orders for reimbursable repairs shall be confirmed by issuance of a GSA FORM 300 Delivery Order for Supplies and Services. The Delivery Order will describe the work to be performed, completion time, and total project cost.

#### **H. WATER TREATMENT:**

1. **The Contractor shall monitor the building's heating and cooling water systems.** These systems include: Condenser water, steam condensate, building heating water, and chilled water. The Contractor shall provide equipment, chemicals, and services (including application) to control corrosion, scale, algae, and slime in all air-conditioning and heating systems, as appropriate.
2. **Not later than 15 days after contract start work date**, the Contractor shall submit a comprehensive report to the COR on the initial building water system conditions. This report shall include a current water systems analysis and the Contractor's proposed water treatment program for each water system. The program shall include the Contractor's procedures for treatment application and product data sheets for the proposed chemicals. As conditions warrant, he/she shall submit supplemental reports to identify any changes in the water treatment program.
3. **At the onset of the contract, the Contractor shall** continue with the ongoing water treatment program until approval for the Contractor's program is received from the COR.
4. **The Contractor shall draw weekly** a complete set(s) of water samples, samples analyzed by, or under the supervision of, a qualified chemist approved by the COR. A copy of the most recent water analysis report shall be submitted to the COR on Monday of each week.

#### **I. INSPECTIONS:**

1. **15 days prior to contract start work date**, the Contractor shall submit for the COR's approval, the schedule for fired and unfired pressure vessel inspections. The Contractor shall have the inspections accomplished by certified personnel and shall post inspection certifications on or adjacent to each pressure vessel in the building.
2. **Unfired Pressure Vessel Inspections:**

The Contractor shall have all unfired pressure vessels with a capacity in excess of 15 gallons and operating at a pressure in excess of 60 p.s.i. inspected annually. Inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors must make inspections. The Contractor shall require the inspectors to use GSA Form 350, Inspection Report of Unfired Pressure Vessels, when inspecting each unfired pressure vessel and post GSA Form 1034, Certificate of Inspection of Pressure Vessels, on or near the equipment not later than 15 days after the scheduled inspections.

**3. Fired Pressure Vessel Inspections.**

The Contractor shall have all fired pressure vessels inspected annually. Inspectors certified by the National Board of Boiler and Pressure Vessel Inspectors and employed by independent firms specializing in boiler and unfired pressure vessel inspections shall make inspections. The Contractor shall require the inspector to use GSA Form 349, (Inspection Report for Boilers) for each fired pressure vessel inspected. The GSA Form 1034 (Certificate of Inspection of Pressure Vessels) shall be posted on or near the boiler within 15 days after scheduled inspections.

**J. HAZARDOUS MATERIAL:**

1. **Not later than 15 days after contract start work date**, and monthly thereafter, the Contractor shall submit to the COR for approval an inventory of all hazardous materials/chemicals to be used in the performance of this Contract. The inventory shall be documented on a GSA-NCR Hazardous Material Inventory form and a Material Safety Data Sheet (precautions for spillage, skin contact, etc.) for each chemical proposed, further, the Contractor shall maintain this information in a binder. Contractor shall not use materials/chemicals unacceptable to the COR.
2. **The Contractor shall notify the COR**, in writing, of any change in the Hazardous Material Inventory. Prior to using any new or substitute chemical, the Contractor shall obtain COR approval. The Contractor shall comply with all existing Government regulations for safe handling, storage, disposal, and use of hazardous material/chemicals.
3. **The words materials and chemicals** are interchangeable when referring to hazardous material. For copies of Inventory and Data forms and other information, see Part III, Section J, Exhibit 2.

**K. OCCUPANT WORK HOURS:**

1. **Official occupant work hours:** 6:30 a.m. to 4:30 p.m., Monday through Friday.
2. **Building Computer Room space:** 24 hours / day, 365 days / year
3. **Government Recognized Holidays:**

- New Year's Day

- Labor Day



- Martin Luther King's Day
- Presidents' Day
- Memorial Day
- July 4th
- Inauguration Day

- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Should a holiday fall on a weekend, the day designated by the Government shall be recognized as the holiday.

#### **L. HOURS OF OPERATION:**

1. **Hours of Operation** are the hours the Contractor shall provide on-site personnel and shall operate building equipment and systems to provide the environmental temperatures defined in Operational Requirements, described Para E, Section C. Hours of building equipment operation are to be determined by the Contractor and shall be identified in the Contractor's Building Operating Plans. Contractor personnel shall be on-site and available during occupant work hours to perform preventive maintenance functions, and respond to service calls.
2. **The Contractor shall** be responsible for the operation of building HVAC equipment and systems at times other than normal hours of operation to prevent damage to the building, due to freezing temperatures and or inclement weather.

#### **M. REIMBURSABLE BUILDING OPERATION SERVICE:**

1. **Periodically, office space occupants may work on Saturdays, Sundays, holidays, or evenings and require additional cooling/heating or other critical building services.** Reimbursable building operation services are used to provide building temperatures defined in Operational Requirements at other than occupant work hours. They are not to be confused with service calls or repairs, which also require the Contractor's performance at other than occupant work hours.
2. **The Contractor shall not** provide reimbursable building operation services to tenants unless directed by the COR. Requests for reimbursable building operation services will normally be made 24 hours in advance. Verbal requests will be followed by the issuance of a GSA Form 300, Order for Supplies and Services within 48 hours.
3. **When reimbursable building operation services are provided by the Contractor,** payment will be at the hourly rate specified in the contract for each hour contract personnel is on-site operating equipment.
4. **Estimates of hours under Section B are furnished for information purposes only** and are not to be construed as guarantees or commitments to order reimbursable building operation services.

## **N. SERVICE CALLS:**

- 1. A service call:** is a report initiated by designated building representatives, GSA personnel or others, of a mechanical, electrical, plumbing, building system, malfunction or related maintenance problem, and the Contractor's subsequent response and correction of the problem. All service calls shall be completed within 24 hours from the time the service call is issued to the Contractor. When a service call cannot be completed within 24 hours, the Contractor shall immediately notify the COR. Service calls will require response by the Contractor at other than occupant work hours when the COR has determined the service call an emergency. All service calls are the Contractor's responsibility, no additional reimbursement will be provided for such response. Service calls shall be classified as follows:
- 2. Emergency Service Calls:** Calls consist of correcting failures that are hazards to the building or building occupants including, but not limited to: Broken water pipes, electrical power outages, electrical problems which may cause fire or shock, inoperative elevators (with or without trapped passengers), gas or oil leaks, cooling or heating problems affecting "ADP" and high priority areas, flooding, broken glass doors and windows, occupant lock-ins and lockouts, inoperative lighting or electrical circuits at work stations or in systems furniture, and any other work considered an emergency by the COR. The Contractor shall respond to emergency service calls within 15 minutes during occupant work hours and within 1 hour at other times. The Contractor shall remain on the job until the emergency has been relieved.
- 3. Response to Fire Protection Situations/Alarms:** During occupant work hours the contractor shall respond immediately to fire alarms and supervisory alarms. At other than occupant work hours the contractor shall respond to fire alarms and supervisory alarms not longer than two (2) hours after notification. In all cases, responses to fire protection situations must be by qualified personnel. Malfunctions in the fire alarm and supervisory alarms shall be repaired/corrected immediately, if parts are needed, repairs shall be accomplished not later than 24 hours after delivery of replacement parts. If the fire alarm system becomes disabled, the contractor shall post a fire watch for the duration of the outage.
- 4. Urgent Service Calls:** are service calls which interrupt or adversely impact building occupant operations and include: Inoperative electrical circuits, room temperature complaints, flush valve stuck open, and other conditions determined urgent by the COR. The Contractor shall respond within 30 minutes to urgent calls.
- 5. Routine Calls:** Routine service calls are any service calls other than Emergency or Urgent service calls. The Contractor shall respond within 3 hours to routine service calls.
- 6. Service Call Log:** The Contractor shall maintain a service call log. Information in the log shall be of sufficient detail to enable the COR, upon review, to determine if service

calls are completed in accordance with contract requirements. The Contractor shall submit the log to the COR for approval, 30 days prior to contract start work date.

#### **O. CONTINUITY OF OPERATIONS:**

The Contractor shall maintain, without interruption, the basic services defined in this specification.

1. **Strike Contingency Plan (SCP):** The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of strikes by contractor employees. The SCP shall be submitted to the COR for approval 15 days prior to contract start work date.
2. **The Contractor shall be required to fully staff and operate** the facility during all emergency situations including, but not limited to: Fires, accident and rescue operations, strikes, civil disturbances, natural disasters, utility service outages, and military contingency operations.

#### **P. SERVICES, SUPPLIES, MATERIALS, AND EQUIPMENT FURNISHED BY THE CONTRACTOR:**

1. **General:** Except for those items or services specifically stated to be Government furnished, the Contractor shall furnish everything required to perform work under this contract. The Contractor shall arrange for the installation, at his expense, of private business telephones and furnish the COR a list of these numbers.
2. **Sub-Contracts:** Not later than 10 days after the occupancy date is determined the Contractor shall submit to the COR copies of any contingent contracts or subcontracts to provide services required under this contract.
3. **Contractor Phase-In/Out:** To ensure an orderly and smooth transition (without disruption in service) of the operational, maintenance, and repair responsibilities for the equipment and systems at the beginning/end of this contract, a phase-in/out period will be conducted ninety (90) days prior to the expiration date of this contract, or option periods. The Contractor (and such successor Contractor) shall jointly plan for phase-in and phase-out operation. The incumbent Contractor agrees to provide phase-in/phase-out services for a period not to exceed 60 days. The phase-in/phase-out period shall commence not later than 60 days prior to the expiration date of this contract or any option period. If the successor and incumbent Contractors cannot agree to phase-in/phase-out, the Government has the right to employ others to accomplish phase-in/phase-out. Incurred costs shall be billed to both Contractors. The Phase-Out Plan shall be submitted to the CO for approval 15 days prior to contract start work date.

#### **Q. QUALITY CONTROL PLAN (QCP):**

The Contractor shall submit a Quality Control Plan to the CO/COR for review and approval 15 days prior to contract start work date. The Quality Control Plan shall include, but not be limited to:

1. **An inspection process and time frame** for the completion of inspections.
2. **The methods the Contractor shall use** for identifying defects in the quality of services performed before the level of performance becomes unacceptable.
3. **The Contractor shall keep records of inspections** conducted and corrective actions taken. This documentation shall be submitted to the COR monthly.
4. **Existing Deficiencies:** A Government representative, the incumbent contractor, and the incoming Contractor, together shall inspect all mechanical, electrical, utility systems, and equipment covered by this contract to identify existing deficiencies.
5. **The COR will submit copies of the existing deficiencies list** to the incumbent Contractor and the incoming Contractor.
6. **The COR will use a format that includes equipment identification numbers,** equipment locations, and a detailed description of the deficiencies observed.
7. **The COR will direct the incumbent Contractor to correct the existing deficiencies.**
8. **The incumbent Contractor shall submit** a schedule for the completion of deficiencies identified on the existing deficiencies list.
9. **If incumbent Contractor fails** to correct existing deficiencies the government may have any or all of the existing deficiencies corrected by other means. Should the Government elect to have the deficiencies corrected by other means, the cost for correcting the deficiencies will be deducted from the final contract payment. Should the final payment not fully reimburse the Government for the cost of correcting the existing deficiencies, the Government may take additional actions to recover such costs.
10. **Nothing in this Existing Deficiencies Clause shall** be construed as diminishing the obligations imposed by this contract.

#### **R. FACILITIES FURNISHED BY THE GOVERNMENT:**

1. **General:** The Government will provide the facilities, materials, and services listed below, which shall remain the property of the Government. The Contractor shall use the facilities identified in this specification for the purpose of performing official Government business only.

2. **Property:** Government Furnished Facilities: No alterations to the facilities shall be made without written permission from the COR. The Contractor shall deliver the facility to the Government in the same condition as received fair wear, tear, and approved modifications excepted. These facilities shall be used in the performance of this contract only.
3. **The Contractor shall ensure:** that all mechanical spaces, shops, loading docks, parking lots/areas, and storerooms assigned to him are kept clean and orderly. The Contractor shall notify the COR if any unauthorized items are found in their space prior to disposal. The storage of any items within these spaces is subject to the approval of the COR.

#### **S. APPLICABLE PUBLICATIONS:**

1. **Government publications and drawings** applicable to this Performance Work Statement are listed below. The Contractor is obligated to follow these publications. The Contractor shall be guided by these publications as necessary to accomplish requirements contained in the Performance Work Statement.
2. **It shall be the responsibility of the Contractor** to establish follow-on requirements to receive supplements or amendments to listed publications, from any organizational level, that may be issued during the life of the contract.
3. **Prior to implementing** any required procedural change that will result in an increase or decrease in contract price, the Contractor shall submit to the Contracting Officer a price proposal for such change and obtain direction when to implement the new requirements. This price proposal shall be submitted within 30 calendar days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the increase or decrease in cost of performance. Changes in the contract price due to supplements and amendments to the publications listed under section "P" paragraph 5, shall be considered under the changes clause.
4. **Failure by the Contractor** to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the Government to performance in accordance with such change at no increase in contract price. It is the Contractor's responsibility to ensure that all publications and changes are current and up-to-date. Upon completion of the contract, the Contractor shall return to the Government any issued publications.
5. **The following publications** are mandatory procedure for job accomplishment.

Applicable Publication	Title	Date	Portion
OSHA	GENERAL INDUSTRY	Current	All
ASME	Boiler Pressure Codes	12/92	Section VIII
ASHRAE	Industry Codes	07/92	All
NEC	Industry Codes	1992	All
FPMR 101-21.300	Standard Operating Hours	07/92	All

Title 40 CFR, Part 761	PCB's in Electrical	7/17/85	All
Report No. EPA 560.5085-024	Guidance for Controlling Asbestos Containing Materials in Buildings	06/85	All
41 CFR Part 101-20	Management of Buildings and Grounds 20.101-	07/90	All

#### **T. OCCUPANCY OF PREMISES:**

The Contractor shall coordinate all work with others occupying or working with-in the premises through the Contracting Officer's Representative (COR).

#### **U. SCHEDULING WORK:**

- 1. Tenant agency furniture and office equipment** in the Contractor's immediate work area shall be moved and protected by the Contractor and returned to its original location once work is completed. If the Contractor's work will not allow furniture and office equipment to be replaced to its original location, new locations will be designated by the COR.
- 2. Delivery and storage of materials/equipment** and performance of all work shall be accomplished with minimum interference to Government operations and personnel. Deliveries shall be coordinated through the COR.
- 3. Interruptions to building services shall be kept to a minimum.** Activities that adversely affect the environmental conditions in occupied portions of a building shall be performed outside occupant work hours and no additional reimbursement will be provided to the Contractor. All temporary outages of utility services, security, or fire alarm systems required for the performance of work shall be scheduled with, and approved by, the COR. When PM requirements necessitate a temporary outage of building services, they shall also be accomplished during other than occupant work hours with no additional reimbursement to the Contractor.

#### **V. PROTECTION AND DAMAGE:**

- 1. The Contractor shall** provide all labor, materials, and equipment necessary for the protection of Government personnel, equipment, furnishings, buildings, and facility accessories (such as parking lots, fences, etc.) from damage caused by the Contractor's negligence. Equipment, furnishings, buildings, and facility accessories damaged due to work performed by the Contractor shall be repaired or replaced to its original condition and finish at no additional cost to the Government.
- 2. The route of moving and delivering materials or equipment within the building** shall be approved by the COR. The Contractor shall repair all damage done by the movement